



## Problem Resolution Report

CoSD Contract No. 554833

Transition Completion

ES/CoSD 038



**Date:** May 31, 2018

**Summary:**

In accordance with the provisions of the IT and Telecommunications Service Agreement by and between the County of San Diego ("County") and Enterprise Services LLC, a DXC Technology Company ("ES" or "Contractor" and hereinafter collectively referred to as "the Parties") with Effective Date November 15, 2016 ("the Agreement"), agreement is reached on the Effective Date shown below.

**Issue or Problem:**

In accordance with Schedule 12.1 – Transition Plan, transition for the Service Desk Services Framework was expected to complete by March 30, 2017, and Data Center Services and Cross Functional Services Frameworks were expected to complete by September 29, 2017 ("Completion Date").

**Resolution:**

1. The Parties agree that the transition of the Service Desk Services, Cross Functional Services and Data Center Services Frameworks are complete effective April 30, 2018, therefore completing the transition of all the Frameworks. The Parties also agree that certain components of those Frameworks, as outlined below, shall become individual projects with agreed upon completion dates, and that a portion of the aggregate amount of all the Transition Services RU Fees ("Transition Milestone Fund") shall be withheld and reassigned to these projects.
2. The Parties agree that PRR 032 - My Request Replacement Fee Change, dated March 27, 2018, is hereby null and void and it is replaced entirely by the terms of this PRR, therefore amending the Transition Milestone Fund to \$11,620,485.17;
3. The Parties agree that \$4,407,785 of the \$11,620,485.17 Transition Milestone Fund is withheld and re-assigned to the projects outlined in the Projects Table below thereby reducing the Transition Milestone Fund to \$7,212,700.17. The documents referenced in the Projects Table below are for scope description purpose only. The dates and the amounts in the Projects Table supersede any date and amount referenced in the attached documents.



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Projects Table:

Project	Scope Description	Assigned Amount	Completion Date (CD) or Estimated Completion Date (ECD)
Azure	Reference: Attachment A - Azure Assessment v1.1.	\$1,785,151	ECD 12/31/18
ServiceNow - Phase 1	Reference: Attachment B - WR-029224 ServiceNow Assessment PE v4; Attachment C - CoSD Transition Program - Executive Steering Committee 20180320 - ServiceNow	\$76,109	ECD 12/31/18
ServiceNow - Phase 2	Reference: Attachment B - WR-029224 ServiceNow Assessment PE v4. Attachment C - CoSD Transition Program - Executive Steering Committee 20180320 - ServiceNow	\$300,000	ECD 06/30/19
Prod Apps Migration	Reference: Attachment D - Weekly Status - Transition Carryovers 20180522 - Apps Migration; Attachment E - Applications Wave Planning P001 - P009 - version 13 - remaining waves	\$317,651	CD 08/12/ 18
ServiceNow - ARS/CSRF	Reference: Attachment F - CoSD D1050 Oracle IDAM Solution Design version 13	\$1,228,874	ECD 4/15/19
Disaster Recovery	Reference: Attachment G: CoSD Transition - Framework Completion Verification Matrix - DC Final; Attachment H - CoSD Transition - Framework Completion Verification Matrix - XF 20180430	\$150,000	CD 06/18/18
Business Continuity	Reference Attachment I - Weekly Status - Business Continuity 20180524 with scope	\$200,000	CD 08/31/18
Other	Reference: Attachment J - CoSD Transition - Framework Completion Verification Matrix - DC Carryover; Attachment K - CoSD Transition - Framework Completion Verification Matrix - XF Carryover; Attachment L - CoSD Transition - Closed Framework Carryover Verification Matrix	\$350,000	ECD 9/14/18
<b>TOTAL</b>		<b>\$4,407,785</b>	

4. The Parties agree to the following with regards to the projects outlined in the Projects Table:
- Projects are removed from the scope of the Transition.
  - The Assigned Amount associated with each project is payable to Contractor upon completion of the project by the CD or ECD.



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- c. Completion of each project is intended to meet relevant requirements in the Agreement; therefore, completion of these projects does not obviate any requirements in the Agreement unless otherwise agreed to by both Parties.
5. In consideration of the incremental benefits brought by replacing Service Manager with ServiceNow, the Parties agree to share the costs of implementing the ServiceNow system. The County agrees to pay \$500,000 to partially offset the overall implementation costs of \$1,368,850.
6. In consideration of the incremental benefits of establishing a new Development and Test environment in the Azure Government Cloud, the County agrees to pay a one-time license fee of \$66,150 and recurring annual fee of \$14,553 for maintenance, inclusive of Contractor's Third Party Transaction fees, to secure the Oracle licenses needed to migrate non-production Oracle applications to Azure Government Cloud. Any additional license costs for ConnectWell non-production applications and for any net new non-production applications will be determined when and if the application is moved to Azure.
7. The Parties agree that all non-production applications which are not moving to the Azure Government Cloud will be migrated to the Tulsa Data Center (with the exception of ConnectWell San Diego, IPTS, AS/400, and the mainframe applications). The migrations to the Tulsa Data Center will be accomplished within the same timeframe as the Azure migration project.
8. The Parties agree to amend the Schedule 16.1 – Fees, Section 10.3.2 – Desktop Applications Directory as per Attachment 1 to this PRR.
9. Schedule 16.1, Exhibit 16.1-1, and Exhibit 16.1-2 are amended as per Attachment 2 and 3 to this PRR;
10. Schedule 2.1 – Transition Plan is amended as per Attachment 4 to this PRR.

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The resolution of the issue or Problem as described in this Problem Resolution Report shall govern the Parties' actions under the Agreement until a formal amendment of the Agreement is implemented in accordance with the terms of the Agreement, at which time this Problem Resolution Report shall be deemed superseded and shall be null and void.

All other terms and conditions of the Agreement remain unchanged and the Parties agree that such terms and conditions set forth in the Agreement shall continue to apply. Unless otherwise indicated, the terms used herein shall have the same meaning as those given in the Agreement.



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IN WITNESS WHEREOF, The Parties hereto, intending to be legally bound, have executed by their authorized representatives and delivered this Problem Resolution Report as of the date first written above.

### COUNTY OF SAN DIEGO

By: [Signature]

Name: John M. Pellegrino

Title: Director, Department of Purchasing and Contracting

Date: 06/08/2018

### ENTERPRISE SERVICES, LLC

By: [Signature]

Name: Cathy Varner

Title: Director, USPS - Civil State and Local

Date: 31-May-2018